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**MASONIC MUTUAL**  
Life Assurance Association,  
No. 334 Front Street,  
Magnolia Block, cor. Union street, up stairs.  
\$12 CONSTITUTES YOU A MEMBER.  
\$10 for policy, \$1 examining fee, and \$1 annually. No other expense except in case of the death of a member. - See you will be assured \$2. - 11-14-7

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**MEDICAL.**  
**DR. R. L. LANKI,**  
Physician, Surgeon  
AND ACCOUCHER.  
OFFICE, 33 UNION ST.; RESIDENCE, 330  
Main Street (opposite Hotel). Office hours  
from 9 to 10 a.m., and from 3 to 6 p.m. Specialties: children and female diseases. Graduated at the University of Berlin (Germany); with more than thirty years' practical experience. Vaccination daily at his office, between 3 and 4 o'clock p.m. - 3-21-75

**NEWSPAPER**  
HELENA, ARKANSAS,  
Daily and Weekly World,  
BURNETT & BURKE, Prop's.  
A DEMOCRATIC, CONSERVATIVE  
Newspaper, the best advertising medium in the State. An extensive circulation through all the rich cotton-growing counties. The only Daily Paper that publishes Press Reports Outside of the State.  
That portion of the State of which Helena is the capital, the eastern part, comprises all the other in point of progress. Business men of Memphis, have a care! look to the trade of Helena.  
Refers to Johnston & Vance, H. Wade & Co., E. A. Benson, Hill, Terry & Mitchell. - 5-7

**"RECORD,"**  
SEARCY, ARKANSAS,  
CIRCULATES AMONG ALL THE MERCHANTS in the White and Red river valleys.  
Is the People's Organ.  
Memphis merchants will find this a good medium to make their business known to the cotton "try merchants in that section particularly. Address  
JACOB FROELICH, JR.,  
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**MEDICAL.**  
**CANCERS**  
ARE permanently cured by Dr. W. C. COUDEN, of Louisville, Ky. A few well-known names are selected, which can be easily added: Rev. G. R. Mitchell, Jackson, Tenn.; cured, 1870. J. R. Trotter, Prospect, Tenn.; cured, 1870. J. R. W. Smith, Carter's creek, Murray co., Tenn.; cured, 1870. James Moffatt, Troy, Ohio; cured, 1870. Mrs. H. N. Gage, grocer, Burgin, Ky.; cured, 1871. H. N. Gage, grocer, Main st., cured, 1870. J. G. Baird, carpenter, Fulton co., Ky.; cured, 1871. James Austin, Goshen, Indiana; cured, 1870. Peter Jenks, no price, for each, Smith and Walnut st.; cured, 1870. Mrs. J. J. Lewis, cured, Rocky Hill Station, Ky.; Mrs. J. J. Scott, of Georgetown, Ky.; sister of Col. J. J. Johnson, proprietor of the Galt House, Louisville, Ky. The Doctor also refers to Rev. A. T. Spaulding, Atlanta, Ga.  
By addressing Dr. W. C. COUDEN, No. 47 West Jefferson street, Louisville, Ky., copies of his "Journal" can be obtained, free of list of cases cured. 151-71

**COAL.**  
**BLACK DIAMONDS.**  
WAIT & LEWIS are the only Coal Dealers in the city who are selling No. 1 Pittsburg Coal at 75 cents per barrel delivered; and if preferred, will weigh on City scales. - 9-4

**MUSIC.**  
Established in 1853.  
**E. A. BENSON'S**  
OLD AND RELIABLE  
Wholesale Music House  
- And -  
PIANO-FORTE WAREHOUSES,  
317 Main Street,  
- IS NOW OFFERING -  
BENSON & CO.'S Pianos from \$200 to \$450  
VOSE & SONS' Pianos from \$250 to \$500  
GABLEN'S Pianos from \$400 to \$500  
STERNWAY & SONS' Pianos \$500 to \$1200  
MASON & HAMILIN Organs \$100 to \$500  
All warranted for Five Years.  
- Also -  
Pianos for Sale on Monthly Payments.  
Old Pianos taken in exchange for new ones.  
- Together with the largest stock of -  
Sheet Music and Musical Merchandise  
Ever brought to the South.

**NOW IS THE TIME TO BUY**  
Country Merchants, Schools and Seminars will please send in their orders, as I can fill them at once than New York City, thirty, sixty or even a hundred copies at a time.  
Our Pianos Tuned and Repaired by competent workmen.  
E. A. BENSON,  
317 Main street, Memphis Tenn. - 2-7

**PUBLIC LEDGER.**  
City Official Journal.  
LARGEST CITY CIRCULATION.  
Fifteen Cents Per Week  
VOL. XVI. MEMPHIS, TENN.: MONDAY EVENING, MAY 19, 1873. NO. 68

**PUBLIC LEDGER.**  
THE PUBLIC LEDGER IS PUBLISHED every afternoon (except Sunday) at No. 13 Madison street.  
The Public Ledger is served to city subscribers by light carriers at FIFTEEN CENTS PER WEEK, payable weekly in advance. By mail (in advance). One year, \$3; six months, \$1; three months, \$1; one month, 50 cents.  
Newsdealers supplied at 25 cents per copy.  
**Weekly Public Ledger.**  
Published every Tuesday at \$2 per annum (in advance); clubs of five or more, \$1.50.  
Communications upon subjects of general interest to the public are at all times acceptable. Rejected manuscripts will not be returned.  
**RATES OF ADVERTISING IN DAILY:**  
First insertion.....\$1.00 per square  
Subsequent insertions.....50 " "  
For one week.....3.00 " "  
For two weeks.....4.50 " "  
For three weeks.....5.50 " "  
For one month.....7.50 " "  
**RATES OF ADVERTISING IN WEEKLY:**  
First insertion.....\$1.00 per square  
Subsequent insertions.....50 " "  
Right lines of newspaper, solid, constitute a square.  
Displayed advertisements will be charged according to the space occupied, at above rates - there being twelve lines of solid type to the inch.  
Notices in local column inserted for twenty cents per line, for each insertion.  
Special notices inserted for ten cents per line for each insertion.  
To regular advertisers we offer superior inducements in the way of changes in manner and manner of displaying their favors.  
Notices of deaths and marriages, twenty cents per line.  
All bills for advertising are due when contracted and payable on demand.  
All letters, when upon business or otherwise, must be addressed to  
**E. WHITMORE,**  
Publisher and Proprietor.

**IMPORTANT LEGAL DECISION.**  
The Supreme Court Settles many vexed questions heretofore in controversy.  
Edwin Whitmore, plaintiff in error, v. Pooley, Barnum & Co. Opinion  
Pooley, Barnum & Co. sued Edwin Whitmore & Co. on two promissory notes of \$155.00 each, made by W. A. Whitmore, payable six and nine months, respectively, to the order of "Whitmore Brothers," and indorsed in that name. Whitmore Bros., a firm composed of Edwin Whitmore and the said W. A., were partners in publishing the Public Ledger newspaper in the city of Memphis, and also conducted a general job printing office in that city. The notes in suit were, however, drawn and indorsed by W. A. Whitmore in discharge of a private debt that he owed to one Canaan, Edwin Whitmore the surviving partner of the firm, and puts in a special plea of non est factum, and insists that the firm is not bound to pay, on the ground that it is not a partnership debt. Defendants in error reply that they are bona fide purchasers for value of the notes in the due course of trade, and therefore are entitled to recover, notwithstanding the wrong or fraud of W. A. Whitmore in using the partnership name in a personal transaction. The court below instructed the jury "that as a general rule, one partner is not liable for the accounts of another partner not within the scope of the partnership business; that if one partner signs a promissory note or other negotiable paper in his own name, without the knowledge or consent of the other partner, and for a matter not within the scope of the partnership business, the other partner will not be liable unless he ratifies the act, or unless the paper gets into the hands of some purchaser before due, or who had no knowledge or notice of the consideration between the original parties and who paid valuable consideration for the paper; and such a person would be an innocent holder for value and without notice." The above instructions are not accurate without important qualifications, and were certainly calculated, as we think, to mislead the jury in view of the facts of this case.

Every member of an ordinary partnership is its general agent for the transaction of its business in the ordinary way, and the firm is held responsible for whatever is done by any of the partners when acting for the firm within the limits of the authority conferred by the nature of the business it carries on.  
Every partner is entitled to assume that each partner is empowered to do for the firm whatever is necessary for the transaction of its business in the way in which that business is ordinarily carried on by other people. But no person is entitled to assume that any partner has a more extensive authority than that above described.  
It will be observed that what is necessary to carry on the partnership business in the ordinary way is made the test of authority when no actual authority or ratification can be proved. This is conformable to the most recent and carefully considered decisions; but by adopting it the liability of a firm for the acts of its co-partners is not so extensive as non-lawyers sometimes imagine.  
The question whether a given act can or cannot be said to be necessary to the transaction of the business in the way in which it is usually carried on must evidently be determined by the nature of the business and by the practice of persons engaged in it. Evidence as to both of these points is therefore necessarily admissible; and, as readily may be conceived, an act which is necessary for the prosecution of one kind of business may be wholly unnecessary for the carrying on of another in the ordinary way. Consequently no answer of any value can be given to the abstract question, Can one partner bind his firm by such and such an act? Unless having regard to what is usual in business, it can be predicated of the act in question either that it is one without which no business can be carried on, or that it is one which is not necessary for carrying on any business whatever. There are obviously very few acts of which such an assertion can be truly made. The great majority of acts which give rise to doubt are those which are necessary in one business but not in another. Take for example negotiable instruments; it may be necessary for one member of a firm of bankers to draw, accept or indorse a bill of exchange on behalf of the firm, and to require that each member should put his name to it would be ridiculous; but it by no means follows, nor is it in fact true, that there is any necessity for one of several solicitors to possess a similar power, for it is no part of the ordinary business of a solicitor to draw, accept or indorse bills of exchange. The question, therefore, Can one partner bind his firm by accepting bills in the nature of a bill of exchange, the nature of the business and the practice of those who carry it on (usage or custom of the trade) must be known before any answer can be given. - Lindley on partnership, 195, 2-10.

It is further said by the same author: "It is clearly settled that any member of an ordinary trading partnership, can bind the firm by drawing, accepting or indorsing bills of exchange, or by making and indorsing promissory notes in its name. But with respect to partnerships which are not trading partnerships the question whether one partner has any implied authority to bind his co-partners by putting the name of the firm to a negotiable instrument depends upon whether the business of the partnership is such that dealings in negotiable instruments are necessary for its transaction, or are usual in partnerships of the same description. In the absence of evidence showing necessity or usage the power has been denied one of several mining adventurers, quarry workers, farmers, solicitors, etc. - Ibidem, 213, 1-17.

The foregoing principles, as we think, have been fully recognized by this court in Crothwait vs. Rose, (1st Lump, 23), when the distinction between partners in trade and partners in occupation or employment is taken, and the power of the former class to bind the firm by drawing or indorsing notes and bills is sustained while it is denied to the latter class. It is there held that the partner in the practice of a profession could not bind the firm by drawing a bill or making a note on which to raise money, because it was not within the scope of their partnership, and it was distinctly held that the power to raise money was not one of the implied powers resulting from such an association.

By recurring to the instructions given by the court below in this case it will be seen that the important distinction between strictly commercial or trading partnerships and partnerships in occupation is entirely ignored; and we think that it was the duty of the court to point out the distinction prima facie.  
It cannot be said that one partner in a printing office would have the implied power to bind the firm by drawing or indorsing a note.  
In this case, to be sure, there was some evidence of the usage of this firm to deal in commercial paper; but there was also evidence tending to the contrary conclusion.  
2. The consequence of this distinction between trading and non-trading partnerships is very important. In reference to the main defence to be relied upon in this case: If a partner in a banking firm, for instance, should indorse a bill or note for his private debt, and it should get into the hands of a bona fide holder without notice, his firm would be bound by it. The indorsing or making such paper being the usual mode of conducting that business, the public have a right to suppose that each partner is empowered to accept or indorse for the firm, and are not bound to inquire whether in a given instance the act was done with the assent of his co-partners. But not so with a partnership in occupation merely whose business does not ordinarily require dealing in commercial paper.

One who becomes a member of such a firm does not confer implied power to his co-partners to bind him by dealing in bills or notes. He is not clothed with apparent powers so to bind his firm, and no person dealing with the firm has a right to suppose that the powers of one member are more extensive than is implied by the ordinary mode of conducting such a business. If two persons are associated in the practice of law and one of them, without or against the consent of the other, should indorse a note or bill for his private purpose, no one buying such bill could succeed on the plea that he was bona fide holder without notice, for the reason that by forming such an association the several partners do not hold each other out to the world as empowered to use their names as makers or indorsers of negotiable paper.

3. The rules in regard to notice to a purchaser are very accurately laid down in our own cases, digested in Heiskell, page 100, and contain a much more accurate statement of the law upon the subject than is contained in this charge, and one much more applicable to the facts of the case. One conclusion is that the charge of the court in reference to this case, if it does not amount to a positive misstatement of the law, was calculated to mislead the jury, and that the appellant is entitled to a new trial, although he failed to ask further instructions to the jury. On hearing this cause at a former term the court decided to grant a new trial, and it is now before us on application to reconsider the conclusion at which the court then arrived. On a reconsideration of the case we adhere to our former opinion and reverse the judgment of the municipal court, and remand the case for a new trial in accordance with the principles herein announced.  
BANTON, Judge.

The Tennessee: John H. Freeman, clerk of the Supreme Court of said State, for the Western Division thereof, at Jackson, do hereby certify that the foregoing is a true, perfect and complete copy of the opinion pronounced by said court at its April Term, 1873, in the case of Edwin Whitmore, plaintiff in error, against Pooley, Barnum & Co., as appears of record now on file in my office.  
In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office, in the city of Jackson, on this, (i. e.) the 8th day of May, A.D. 1873, and the Independence of the United States the ninety-seventh year.  
JOHN H. FREEMAN, Clerk.

Admiral Calcraft - The Anglie Old Creature Visits Scotland.  
From the Chicago Times.  
"The Pall Mall Gazette" of May 1 says: "Mr. Calcraft has just returned from Scotland, after a fruitless expedition. The veteran hangman, as he is called, was sent to Dundee to hang a man named Scobie, who, a short time ago, murdered a game-keeper. Every preparation was made for the execution, and Scobie's fate seemed sealed, but a reprieve followed Calcraft so closely that they arrived within a few hours of each other, and, indeed, it might have saved the cost of postage if Calcraft had been allowed to bring the document in his pocket. As it was, however, the only luggage brought by that functionary was a large carpet-bag containing, as the Dundee Advertiser informs its readers, a new rope, white cap and some prison traps. This being said of Calcraft, so their town seems to have created quite a pleasing excitement among the good people of Dundee, and if their visitor had been a royal personage or an eminent statesman he could hardly have been treated with greater consideration. The most minute details of his proceedings and appearance are given by the local papers. He arrived, as before stated, early on Saturday morning, and took up his quarters in the prison, which it seems he never left until his departure for London in the evening. During the day he might be seen taking an airing in the grounds. He appeared to be rather 'epicurean' in his tastes. All his food was taken from the Royal Hotel to the prison. Age is telling upon him, and his step is now measured and his form less erect than it was a few years since. He had several pleasant conversations with gentlemen who happened to visit the jail, to whom he was very communicative, entering minutely into his experiences, and stating that he felt exceedingly pained when called upon to perform the duties of his office. 'At last,' he said, 'afforded him much gratification to learn that Scobie, whom he had come to hang, had been reprieved. Some hopes were entertained that Mr. Calcraft would, before leaving town, condescend to inspect the scaffold which had been prepared for the execution of Scobie, and say whether, in his opinion, he considered a satisfactory job had been made. He did not do so, however, and this slight disappointment appears to have been the only drawback to the pleasure of his visit. A large number of persons assembled in the evening to witness the departure of the veteran by the 6:30 p.m. train for London. About 6 o'clock the prison gates opened, and Calcraft and the Governor emerged and at once took their seats in the cab which was waiting. Calcraft's large carpet-bag excited the deepest possible interest among a vast crowd that besieged the entrance to the railway station. Calcraft himself, who seemed unmoved by the display of affectionate curiosity, kindly leaned out of the window of the second-class carriage in order that all present might have an opportunity of inspecting him, and thus waiving his adieu to Dundee the hangman passed out of sight."

**Irish Dogs.**  
A recent traveler thus hints to us how to manage Irish dogs when we go to see the Emerald Isle:  
If an Englishman is persecuted and followed by a yelping cur, he can generally manage to get rid of him by stooping down and pretending to pick up a stone; but on the dogs of Ireland the dogs don't care a bit for the person they are barking at pretending to stoop down and pick up a stone; they know, cunning brutes, that there are no stones on the bog; but they act very differently if there happens to be a heap of stones anywhere handy.  
It is an unpleasant situation to be attacked by a dog; if so circumstanced, never attempt to run; try throwing a stone at him, or present your hat in your hand, and when he has seized it, hit him with a stick across the nose or foreleg. These are the most vulnerable points in a dog; a blow on any other part of the head than nose will not hurt him a bit. If a dog comes up to you and growls, and won't be friend, don't withdraw from him; put on a bold face and stretch your hand toward him, keeping it quite still (if you withdraw it after stretching it out he will bite you). The dog will come up and smell the hand, and having done this will be your friend for life.

**COPPER WORK, ETC.**  
**OERTEL & MARSHALL,**  
75 JEFFERSON ST.,  
AND AT  
A. Hitzfeld & Son's, 235 Second St.,  
**COPPER, BRASS**  
-AND-  
**GALVANIZED IRON WORK,**  
Sills, Soda Fontains and Generators.  
COINCES AND BRACKETS MADE TO ORDER, and all other work in Brass, Copper and Galvanized Iron put up at the lowest rates.  
Jefferson Block, Memphis, Tenn.  
Estimates made for Ornamental Work for Building at short notice. Musical Instruments repaired. - 15-7

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**FRANKLIN**  
BOOK BINDERY,  
Blank Book Manufactory  
- IN A MARKER -  
UNSURPASSED IN THE SOUTH.

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SPECIAL ATTENTION GIVEN TO  
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STEAMBOATPOSTERS,  
BILLS OF FARE,  
MANIFESTS, ETC.  
Theater, Circus and Show Bills,  
none in superior style and at lowest rates.  
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**PRINTING HOUSE,**  
15 West Court street, Memphis,  
S. C. TOOF, Proprietor  
BOOKS BOUND AND MANUFACTURED, from a PATENT to the FINEST BOOK in the country, the Eastern market not excepted in quality or price.  
Fine Blank Books a Specialty.  
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ATTORNEY-AT-LAW,  
15 UNION STREET,  
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Printing Establishment  
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A BOOK FOR THE MILLION!  
**Marriage Guide.**  
A private Counselor to the Married or those about to marry, on the subject of the physical, mental and moral relations of the sexes. It contains the experience and advice of a physician whose reputation is world-wide, and should be in the private drawer of every male and female throughout the entire globe. It is unobtainable elsewhere. Sent by mail for 25 cents. Address: Dr. J. B. Allen, 112 N. 2nd St., St. Louis, Mo.

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**Summons,**  
**Executions,**  
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**WRIT OF FORCIBLE ENTRY AND DETAINER!**  
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**Appearance Bonds,**  
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BALTIMORE AND WASHINGTON  
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Has been before the American public OVER THIRTY years. It has never yet failed to give perfect satisfaction, and has just been styled the panacea for all external Wounds, Cuts, Burns, Swellings, Soreness, Bruises, &c., &c., for Man and Beast. No family should be a single day without this Liniment. The money refunded unless the Liniment is a representation. To cure and get the genuine MEXICAN MUSTANG LINIMENT, sold by all Druggists and Counter Stores, at 25c., 50c., and \$1.00 per Bottle. Notice! Size of bottle, &c.

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